

MAY 29 1975 -10 35 AM

INTERSTATE COMMERCE COMMISSION
 LESSEE'S CONSENT AND AGREEMENT

The undersigned, WCTU RAILWAY COMPANY, an Oregon corporation (hereinafter called the Lessee), the lessee named in the Lease (hereinafter called the Lease) referred to in the Assignment of Lease and Agreement dated as of March 1, 1975 (hereinafter called the Lease Assignment), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment.

As an inducement to each Investor, party to the Finance Agreement (a copy of which has been delivered to the Lessee) referred to in the Lease Assignment, to invest in the Conditional Sale Indebtedness, as that term is defined in the Conditional Sale Agreement referred to in the Lease Assignment, pursuant to which WALTER E. HELLER & COMPANY (hereinafter called the Lessor) is financing its purchase of units of railroad equipment (hereinafter called the Units), which Units the Lessor is leasing to the Lessee pursuant to the Lease; as an inducement to the Lessor to enter into the Lease; as an inducement to PACCAR INC (hereinafter called the Builder), as third party beneficiary hereof, to enter into the Conditional Sale Agreement; and in consideration of other good and valuable consideration, the Lessee agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease (which moneys are hereinafter called the Payments) due and to become due under the Lease or otherwise in respect of the Units leased thereunder, directly in immediately available funds to FIRST SECURITY BANK OF UTAH, N.A. (hereinafter called the Agent), the assignee named in the Lease Assignment, at 79 South Main Street, Salt Lake City, Utah 84111, Attention of Trust Department, Corporate Division (or at such other address as may be furnished in writing to the Lessee by the Agent), and, if the Lessee fails for any reason whatsoever to pay to the Agent any Payments, it will pay to the Agent on the respective dates or times set forth in the Lease, amounts equal to the Payments which it shall not theretofore have paid to the Agent, it being hereby agreed that the obligation of the Lessee to pay all the aforesaid Payments or amounts equivalent to the Payments is absolute and unconditional;

(2) the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Agent were named therein as the Lessor;

(3) the Payments or sums equivalent to the Payments due hereunder shall not be subject to any right of setoff or counterclaim or other defense which the Lessee might have against the Lessor or otherwise, and the payment thereof to the Agent shall be final and shall not be subject to, and the Lessee hereby agrees to indemnify the Agent against, any liens, charges, security interests or claims of any nature whatsoever ranking prior to or pari passu with the right of the Agent to apply such payments or sums equivalent thereto, as provided in the Lease Assignment;

(4) the Agent shall not, by virtue of the Lease Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise;

(5) the Lease shall not, without the prior written consent of the Agent, be terminated or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof;

(6) if any Units shall be excluded from the Conditional Sale Agreement pursuant to Articles 3 or 4 thereof, then the Lessee shall be obligated to purchase such Units and pay the full purchase price therefore, determined as provided in the Conditional Sale Agreement, if and when such Units shall be completed and delivered by the Builder, such payment to be in cash on the delivery of such Units, either directly or, in case the Lessee shall arrange therefor, by means of a conditional sale agreement, equipment trust or such other appropriate method of financing as the Lessee shall determine and as shall be reasonably acceptable to the Builder; and if any Units shall be excluded from the Conditional Sale Agreement pursuant to Article 15 thereof, then the Lessee will, not later than ten days after the Closing Date for such Units, pay or

cause to be paid to the Builder the aggregate unpaid Purchase Price of such Units, together with interest thereon from such Closing Date to the date of payment by the Lessee at the highest prime rate of interest of leading New York City banks in effect on such Closing Date or the highest rate of interest legally enforceable, whichever is less; and

(7) it will arrange for the scheduling of each Closing Date requiring the use of proceeds from the sale of Investments (as that term is defined in the Finance Agreement) so that it occurs on a date on which such Investments mature or can be sold without resulting in any deficiency.

(8) the rentals provided in § 3 of the Lease and the casualty payments provided for in § 7 of the Lease have been calculated so as to be sufficient to pay in full, under any circumstance and in any event, any payments then required to be made on account of the principal of and interest on the Conditional Sale Indebtedness.

This Consent and Agreement, when accepted by the Agent, the Lessor and the Builder by signing the acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois and, for all purposes, shall be construed in accordance with the laws of said State.

WCTU RAILWAY COMPANY,

by

Donald F. Lohy
Vice President

[Corporate Seal]

Attest:

U.B. Moore
Assistant Secretary

The foregoing Consent and Agreement is hereby accepted, as of the first day of March 1975.

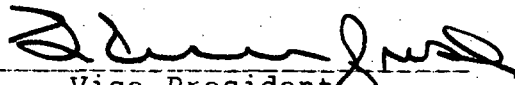
FIRST SECURITY BANK OF UTAH,
N.A., Not in its individual
capacity but solely as Agent,

by

[Signature]
Authorized Officer

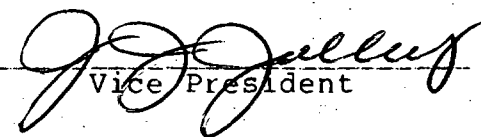
WALTER E. HELLER & COMPANY,

by


Vice President

PACCAR INC,

by


Vice President

STATE OF ,)
) ss.:
COUNTY OF ,)

On this 28th day of *May* 1975, before me personally appeared *David F. Hakey*, to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of WCTU RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gusave E. Large

Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires July 22, 1976